

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

CHRISTOPHER C. JOHNSON
Plaintiff,
v.
Omni Financial of Nevada, INC.
Defendant

CASE NO. 3:23-cv-05671-DGE

Complaint for a civil case

Jury Trial: ☒ Yes ☐ No

INTRODUCTION

1. This is a civil action for actual, statutory, and punitive damages and cost brought by Christopher C. Johnson, ("Plaintiff") an individual consumer, against defendant, Omni Financial of Nevada ("Omni Financial") for violations of the Fair Credit Reporting Act, 15 U.S.C § 1681 et seq. (hereinafter "FCRA").

BASIS OF JURISDICTION

2. Jurisdiction of this court arises under 15 U.S.C. § 1681p and 28 U. S. C § 1331. Venue is proper in this judicial district pursuant to 28 U.S.C. 1391(b)(1) and 28 U.S.C. § 1391(b)(2) because a substantial part of the events, omissions, or conduct giving rise to Plaintiff claim

1 occurred in this judicial district. Defendant Omni Financial of Nevada, INC. transact business in
2 Puyallup, WA, Pierce County, Washington.

3
4 3. The Court has supplemental jurisdiction of any state law claims pursuant to 28 U.S.C.
5 §1367.

6
7
8 **PARTIES**

9
10 4. Plaintiff, Christopher C. Johnson is a natural person and consumer as defined by 15
11 U.S.C. § 1681a(c), residing Puyallup, WA.

12
13 5. Upon information and belief, Defendant Omni Financial of Nevada is a “person”
14 defined by 15 U.S.C. § 1681a(b).

15
16 6. Omni Financial of Nevada, INC. is a foreign company doing business at all relevant
17 times in the State of Washington that may be served with process by serving its registered agent
18 for service of process at CT Corporation System, 711 Capitol Way S STE 204, Olympia, WA,
19 98501-1267 which service is hereby requested.

20
21
22 **FACTUAL ALLEGATIONS**

1 7. On around February 2022, the plaintiff checked his Experian credit report and
2 observed inaccurate information for Omni Financial account number 142000xxxxxxxxxx.

3
4 8. Plaintiff did not recognize this account number being tied to any alleged account with
5 the Defendant.

6
7 9. On 2/27/2021 Plaintiff submitted a dispute of inaccuracy through the Consumer
8 Financial Protection Bureau Portal to Experian disputing this inaccurate account information.
9 See Exhibit A.

10
11 10. Experian then sent defendant Omni Financial all relevant information related to the
12 Plaintiffs dispute including a snapshot of Plaintiffs correct account number he believed to be tied
13 to the account being furnished triggering the Defendants requirement under the FCRA to conduct
14 an investigation.

15
16 11. On 4/16/2022 Plaintiff received Omni Financial investigation results from Experian
17 which indicated that the Defendant has verified the disputed information as accurate. See Exhibit
18 A.

19
20 11. Upon information and belief, Omni Financial did not conduct any investigation or a
21 reasonable investigation under the Fair Credit Reporting Act after receiving disputes from the
22 Plaintiff through the consumer reporting agency Experian.

1 12. Omni Financial verified inaccurate information as being correct with the consumer
2 reporting agency Experian without conducting any investigation because disputed items
3 remained blatantly inaccurate.

4
5 13. Defendant Omni Financial failed to use all relevant information provided to them
6 such as proof of the correct account number provided to them by Experian.

7
8 13. Omni Financials actions were willful because Plaintiff has disputed the same account
9 information through the consumer reporting agencies multiple times and Omni Financial has
10 repeatedly continued to fail to correctly modify, block or delete the account mentioned as
11 required under the Fair Credit Reporting Act.

12
13 14. Omni Financial actions are willful because Plaintiff sent relevant information to
14 Experian which forwarded the relevant information to them and still refused to correct inaccurate
15 information contained on the Plaintiffs consumer report.

16
17 15. In and around September 2022 Plaintiff pulled his Experian consumer report.

18
19 16. Plaintiff noticed that Omni failed to mark the account mentioned in the complaint in a
20 “Account Information Disputed” Status.

21
22 17. Defendant reported inaccurate and incomplete information to Plaintiffs consumer
23 report by failing to mark the account mentioned in the complaint as Disputed.

Plaintiffs' Actual damages as a result of Omni Financial of Nevada Actions

14. As a result, Plaintiffs creditworthiness is negatively impacted because the credit reporting from Omni Financial is materially misleading and is being interpreted incorrectly.

15. The inaccurate, incomplete, misleading reporting from Omni Financial has forced the Plaintiff to deal with credit denials, emotional distress, fear, sleeplessness, anxiety, and loss of time.

16. Omni Financial's failure to mark the Plaintiff account in a "Account Information Disputed" status has lowered Plaintiffs credit score.

16. Plaintiff's credit report was disseminated multiple times, resulting in Plaintiff being denied credit by USAA Bank on or about 6/21/2023.

COUNT 1 VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C § 1681s-2(b)(1)(A) DEFENDANT OMNI FINANCIAL

17. All preceding paragraphs are realleged.

1 18. Furnishers of credit information have a duty under the Fair Credit Reporting Act to
2 investigate disputes sent to them through a consumer reporting agency from a consumer
3 regarding the completeness and accuracy of an account.

4
5 19. Furnishers must conduct an investigation with respect to the disputed information
6 pursuant to 15 U.S.C § 1681s-2(b)(1)(A).

7
8 20. Omni Financial repeatedly has failed to conduct an investigation of the Plaintiffs
9 disputes. Omni Financial knew that they were furnishing incomplete, inaccurate, account number
10 information because they received various disputes with proof of the inaccuracy.

11
12 21. After conducting no investigation or failing to conduct a reasonable investigation,
13 Omni Financial actions violated 15 U.S.C § 1681s-2(b)(1)(A) and renders Omni Financial liable
14 for actual, statutory, and punitive damages and cost under 15 U.S.C § 1681n. Omni Financial
15 negligent actions entitles plaintiff to recovery under 15 U.S.C § 1681o as well.

16
17 **COUNT II VIOLATION OF THE FAIR CREDIT REPORTING ACT**

18 **15 U.S.C § 1681s-2(b)(1)(B) DEFENDANT OMNI FINANCIAL**

19
20 22. All preceding paragraphs are realleged.

21
22 23. Furnishers of credit information have a duty under the Fair Credit Reporting Act to
23 investigate disputes sent to them through a consumer reporting agency from a consumer
24 regarding the completeness and accuracy of an account.

1
2 24. Furnishers must review all relevant information provided by the consumer reporting
3 agency pursuant to 15 U.S.C § 1681s-2(b)(1)(B).
4

5 25. Omni Financial has failed to review all relevant information provided by the
6 consumer reporting agency resulting in continued inaccurate and incomplete reporting of the
7 plaintiff's consumer report.
8

9 26. Omni Financials actions violated 15 U.S.C § 1681s-2(b)(1)(B) and renders Omni
10 Financial liable for actual, statutory, and punitive damages and cost under 15 U.S.C § 1681n.
11 Omni Financials negligent actions entitles plaintiff to recovery under 15 U.S.C § 1681o as well.
12
13

14 **COUNT III VIOLATION OF THE FAIR CREDIT REPORTING ACT**

15 **15 U.S.C § 1681s-2(b)(1)(C) DEFENDANT OMNI FINANCIAL**
16

17 27. All preceding paragraphs are realleged
18

19 28. Furnishers of credit information have a duty under the Fair Credit Reporting Act to
20 investigate disputes sent to them through a consumer reporting agency from a consumer
21 regarding the completeness and accuracy of an account.
22

23 29. Furnishers must report the results of the investigation to the consumer reporting
24 agency pursuant to 15 U.S.C § 1681s-2(b)(1)(C).

1
2 30. Omni Financial has failed to report results to the consumer reporting agency because
3 inaccurate and incomplete items disputed by the Plaintiff remain unchanged. Omni Financial
4 failed to report dispute statuses after Plaintiffs dispute of the accuracy of the account
5 information.

6
7 32. Omni Financials actions violated 15 U.S.C § 1681s-2(b)(1)(C) and renders Omni
8 Financial liable for actual, statutory, and punitive damages and cost under 15 U.S.C § 1681n.
9 Omni Financials negligent actions entitles plaintiff to recovery under 15 U.S.C § 1681o as well.

10
11 **COUNT IV VIOLATION OF THE FAIR CREDIT REPORTING ACT**

12 **15 U.S.C § 1681s-2(b)(1)(D) DEFENDANT OMNI FINANCIAL**

13
14 33. All preceding paragraphs are realleged

15
16 34. Furnishers of credit information have a duty under the Fair Credit Reporting Act to
17 investigate disputes sent to them through a consumer reporting agency from a consumer
18 regarding the completeness and accuracy of an account.

19
20 35. Furnishers must report results of an investigation to all Consumer reporting agencies
21 to which they furnished the information and that compile and maintain files on the Plaintiff on a
22 nationwide basis if the investigation finds the information is incomplete or inaccurate pursuant to
23 15 U.S.C § 1681s-2(b)(1)(D).

1 36. Omni Financial failed to conduct an investigation or a reasonable investigation
2 therefore did not report the results of inaccurate and incomplete information it furnished to all
3 consumer reporting agencies pursuant to 15 U.S.C § 1681s-2(b)(1)(D).

4
5 37. Omni Financials actions violated 15 U.S.C § 1681s-2(b)(1)(D) and renders Omni
6 Financial liable for actual, statutory, and punitive damages and cost under 15 U.S.C § 1681n.
7 Omni Financials negligent actions entitles plaintiff to recovery under 15 U.S.C § 1681o as well.

8
9
10 **COUNT V VIOLATION OF THE FAIR CREDIT REPORTING ACT**

11 **15 U.S.C § 1681s-2(b)(1)(E) DEFENDANT OMNI FINANCIAL**

12
13 38. All preceding paragraphs are realleged.

14
15 39. Furnishers of credit information have a duty under the Fair Credit Reporting Act to
16 investigate disputes sent to them through a consumer reporting agency from a consumer
17 regarding the completeness and accuracy of an account.

18
19 40. Pursuant to 15 U.S.C § 1681s-2(b)(1)(E), if an item of information disputed by a
20 consumer is found to be inaccurate, incomplete or cannot be verified after any reinvestigation,
21 for purposes of reporting to a consumer reporting agency only, as appropriate, based on the
22 results of the reinvestigation promptly modify the information, delete the information, or
23 permanently block the reporting of that item of information.

1 41. Omni Financial failed to conduct an investigation or conducted an unreasonable
2 investigation resulting in Omni Financials verification of inaccurate and incomplete disputed
3 items on the Plaintiffs consumer report.

4
5 42. Omni Financial willful actions resulted in the failure to either correctly modify the
6 items of information disputed, delete disputes items, or permanently block the reporting of the
7 items of information disputed.

8
9 43. Omni Financials actions violated 15 U.S.C § 1681s-2(b)(1)(E) and renders Omni
10 Financial liable for actual, statutory, and punitive damages and cost under 15 U.S.C § 1681n.
11 Omni Financials negligent actions entitles plaintiff to recovery under 15 U.S.C § 1681o as well.

12
13 **JURY DEMAND AND PRAYER FOR RELIEF**

14
15 Wherefore, Plaintiff Christopher C. Johnson, respectfully demands a jury trial and
16 request that judgment be entered in favor of the Plaintiff against the Defendants for:

17
18 Actual statutory, and punitive damages cost and fees pursuant to 15 U.S.C § 1681n and
19 15 U.S.C § 1681o.

20
21
22 **CERTIFICATION AND CLOSING**

23 Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my
24 knowledge, information, and belief that this complaint: (1) is not being presented for an improper

1 purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation;
2 (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or
3 reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so
4 identified, will likely have evidentiary support after a reasonable opportunity for further
5 investigation or discovery; and (4) the complaint otherwise complies with the requirements of
6 Rule 11.

7 I agree to provide the Clerk's Office with any changes to my address where case-related
8 papers may be served. I understand that my failure to keep a current address on file with the
9 Clerk's Office may result in the dismissal of my case.

10
11 Date:

7-25-2023



Christopher C. Johnson
5613 121st Street Court E #1
Puyallup, WA
206-331-2202
Cejay80@gmail.com

Consumer Financial
Protection Bureau

(https://www.consumerfinance.gov/)

[Start a new complaint](#)[← All complaints \(.\)](#)

220227-8202325

CLOSED

Submitted

STATUS

Submitted to the CFPB on 2/27/2022

PRODUCT

Credit reporting, credit repair services, or other personal consumer reports

ISSUE

Incorrect information on your report

We received your complaint. Thank you.

We will review your complaint. Depending on what we find, we will typically:

- Send your complaint to the company for a response; or
- Send your complaint to another state or federal agency, or help you get in touch with your state or local consumer protection office; or
- Let you know if we need more information to continue our work.

YOUR COMPLAINT

Experian continues to report an alleged account on my consumer report from Omni Financial that is inaccurate. The account number on my consumer report do not match the alleged account they are furnishing on my consumer report.

ATTACHMENTS[Omni Credit2022-02-26 202704.png \(79.3 KB\)](#)[Omni 2022-02-26 201614.png \(87.5 KB\)](#)

Hide full complaint 

What product or service is your complaint about?

PRODUCT OR SERVICE

Credit reporting, credit repair services, or other personal consumer reports

TYPE

Credit reporting

What type of problem are you having?

ISSUE

Incorrect information on your report

HAVE YOU ALREADY TRIED TO FIX THIS PROBLEM WITH THE COMPANY?

Yes

What happened?

Experian continues to report an alleged account on my consumer report from Omni Financial that is inaccurate. The account number on my consumer report do not match the alleged account they are furnishing on my consumer report.

☐ **I want the CFPB to publish this description on consumerfinance.gov so that others can learn from my experience.**

The CFPB will take steps to remove my personal information from this description but someone may still be able to identify me. Learn how it works. I consent to publishing this description after the CFPB has taken these steps.

Exhibit 11
What would be a fair resolution to this issue?

Experian DELETES and blocks this alleged account from reinsertion on my consumer report and file.

2 attachments

View uploaded documents by clicking on the file name. Documents that pass virus scanning are typically available within 2 minutes of upload.

Omni Credit2022-02-26 202704.png (79.3 KB)

Omni 2022-02-26 201614.png (87.5 KB)

What company is this complaint about?

COMPANY INFORMATION

Experian Information Solutions Inc.

SOCIAL SECURITY NUMBER (LAST FOUR DIGITS)

8917

DATE OF BIRTH

09/10/1980

NAME AS IT APPEARS ON CREDIT REPORT

CHRISTOPHER C JOHNSON

What people are involved?

YOUR CONTACT INFORMATION

Christopher C Johnson

cejay80@gmail.com

2063312202

8120 Bridgeport Way SW APT A LAKEWOOD, Washington 98499 United States

YOUR DEMOGRAPHIC INFORMATION

Age

41

✓ Sent to company

STATUS

Sent to company on 2/27/2022

We've sent your complaint to the company, and we will let you know when they respond. Their response should include the steps they took, or will take, to address your complaint. Companies generally respond in 15 days. In some cases, the company will let you know their response is in progress and provide a final response in 60 days.

✓ Company still working

STATUS

Company response is in progress as of 3/7/2022

The company has responded that it is still working on your issue

In some cases, companies need more time to respond. You should receive a final response within 60 days from the date we sent your complaint to the company.

COMPANY'S INTERIM RESPONSE

Thank you for submitting your dispute on February 27, 2022, through the CFPB Complaint Portal. We appreciate consumers who take the time to let us know about their experiences with our company. We have reviewed and considered the information you have supplied through the CFPB portal and directly to Experian. At your request to begin a reinvestigation, we are in the process of contacting the data furnisher(s) or public record vendor to verify the

accuracy of the information with which you disagree. Please note that an investigation may take up to 30 days. Upon completion, the result summary will be provided directly to you for review. For additional assistance, you may call the toll free telephone number provided on your personal credit report obtained directly from Experian, or write to Experian at P.O. Box 9701, Allen, TX 75013. For more information regarding your credit and frequently asked questions, you may visit: <http://www.experian.com/blogs/ask-experian>. Please note that you may also submit your request or documents supporting your claim electronically at www.experian.com/upload. You may also visit Experian's dispute center by visiting www.experian.com/dispute. Thank you for submitting your dispute through the CFPB Complaint Portal. It is our policy to respond to consumer complaints swiftly and to take each complaint seriously. We appreciate you letting us know about your experiences with Experian.

✓ Company responded

STATUS

Company responded on 4/16/2022

RESPONSE TYPE

Closed with explanation

Company's Response

Thank you for submitting your dispute on February 27, 2022, through the CFPB Complaint Portal. We appreciate consumers who take the time to let us know about their experiences with our company. We have reviewed and considered the information you have supplied through the CFPB portal and directly to Experian. As you stated in the CFPB portal, you indicate that there is an account on your credit report that you request be removed. At your request to conduct a reinvestigation, we contacted the data furnisher and asked them to verify the accuracy of the information with which you disagree. They responded and verified that the disputed information was accurate as reported, however, they may have updated other aspects of the account(s). The result summary was sent to you for review. If you have any additional supporting new documentation regarding the disputed information, you may forward that to Experian for further review. According to the Fair Credit Reporting Act, our role in the dispute process is to review the accuracy and completeness of any disputed item which may include contacting the furnisher of the information or the vendor that collected the information from a public record source, and notifying them of the dispute and disclosing all relevant information regarding your dispute. When we contact the furnisher or vendor, we ask that they verify all of the information regarding the item you disputed and report back within 30 days of the date that we received your request (21 days for Maine residents). To help resolve the dispute, we will review all relevant documents submitted with the dispute and will forward them to the furnisher if we are unable to resolve the issue. We

review and consider the furnisher's or vendor's response to determine whether to accept it, reject it, or follow up for additional information. If, after processing, we find that the disputed information is inaccurate, incomplete or cannot be verified, we then delete or modify that information, as appropriate. If we do not receive a response from the furnisher or the vendor within the required period, we update the item as you have requested or delete the information, and send you the results. In some instances we are able to determine whether the disputed information should be changed or deleted without having to contact the furnisher or the vendor. After we complete our processing, we send you the results. If you question the results of our dispute process, you may also contact the furnisher of information directly. Please refer to your credit report for the furnisher or public records office name, address, and phone number (if available). For more details, please visit Experian.com/disputeprocess. Please note that accurate information cannot be deleted. Potentially negative items, such as missed or late payments, remains on the personal credit report for seven years from the date of the original missed payment. For additional assistance, you may call the toll free telephone number provided on your personal credit report obtained directly from Experian, or write to Experian at P.O. Box 9701, Allen, TX 75013. For more information regarding your credit and frequently asked questions, you may visit: <http://www.experian.com/blogs/ask-experian>. Please note that you may also submit your request or documents supporting your claim electronically at www.experian.com/upload. You may also visit Experian's dispute center by visiting www.experian.com/dispute. Thank you for submitting your disputes through the CFPB Portal. It is our policy to respond to consumer disputes swiftly and to take each one seriously. We appreciate you letting us know about your experiences with Experian.



Feedback requested

STATUS

Feedback requested on 4/16/2022

FEEDBACK DUE

6/15/2022

Provide feedback about the company's response

We welcome your feedback on how the company responded to your complaint. You will have 60 days from when the company responded to share your feedback. The CFPB will share your feedback responses with the company and use the information to help the CFPB's work with consumer complaints.



OMNI FINANCIAL

ATTN: RECOVERIES DEPARTMENT

P.O. Box 53628
Fayetteville, NC 28305TELEPHONE:
Phone: 1 910 223 9134
In USA: 1 800 694 6743
In Germany: 0800 937 5626
Fax: 1 877 330 4721EMAIL:
help@omnimilitaryloans.com

STATEMENT OF ACCOUNT

January 4, 2022

Mr. Christopher Johnson
3038 Armstrong Cir Apt B
Jber, AK 99506

Correct Account #

Acct# JOHN891731

Description	Date	Amount	Balance
Personal Loan	March 23, 2017	6,633.96	6,633.96
Interest Accrual	March 31, 2017	36.33	6,670.29
Interest Accrual	April 30, 2017	136.25	6,806.54
Payment	April 30, 2017	(470.00)	6,336.54
Interest Accrual	May 31, 2017	134.48	6,471.02
Payment	May 31, 2017	(470.00)	6,001.02
Interest Accrual	June 30, 2017	123.25	6,124.27
Payment	June 30, 2017	(470.00)	5,654.27
Interest Accrual	July 31, 2017	120.00	5,774.27
Payment	July 31, 2017	(470.00)	5,304.27
Interest Accrual	August 31, 2017	112.57	5,416.84
Payment	August 31, 2017	(470.00)	4,946.84
Interest Accrual	September 30, 2017	101.60	5,048.44
Late Fee	October 11, 2017	37.60	5,086.04
Interest Accrual	October 11, 2017	37.25	5,123.29
Bank Draft	October 11, 2017	(470.00)	4,653.29
Bank Draft Reject	October 16, 2017	470.00	5,123.29
Bank Draft Reject Fee	October 16, 2017	25.00	5,148.29
Interest Accrual	October 31, 2017	67.73	5,216.02
Late Fee	November 11, 2017	37.60	5,253.62
Interest Accrual	November 30, 2017	101.60	5,355.22
Late Fee	December 11, 2017	37.60	5,392.82
Interest Accrual	December 31, 2017	104.99	5,497.81
Late Fee	January 11, 2018	37.60	5,535.41
Interest Accrual	January 31, 2018	104.99	5,640.40
Bank Draft	January 31, 2018	(470.00)	5,170.40
Bank Draft Reject	February 5, 2018	470.00	5,640.40